

INTRA-GOVERNMENTAL ORDER (IGO) ARTICLES

¹I. PROJECT TITLE:

*(Provide a brief description of the project, items to be purchased, or services to be performed.)

II. OBJECTIVE:

*(State the end purpose(s) of the IGO.)

III. STATEMENT OF WORK:

*(Describe separately the work required of the Seller (Servicing agency) and the Buyer (Requesting Agency - BLM). Reference should be made to attachments as appropriate.)

A. [*SELLER] agrees to:

1. Provide _____.

2. Deliverables to include:

_____.

Note: Responsible official for the SELLER is to ensure all personnel who work on this project and any expenses incurred are charged to the account classification number identified in the IGO.

B. [*Buyer] agrees to:

1. Provide _____.

IV. REPORTS:

*(Identify the kind, identification, coverage, delivery, and review requirements for any written reports required. Also, identify number of copies and if they are needed on floppy disk, etc., and dates needed.)

V. AVAILABILITY OF APPROPRIATED FUNDS

The ability of the parties to carry out their responsibilities under this IGO is subject to their respective funding procedures and the availability of appropriated funds. Should either party encounter budgetary problems in the course of its respective internal procedures which may affect the activities to be carried out under this IGO, that party will notify the other party in writing in a timely manner.

¹ All required IGO data elements must be provided in the IGO articles, or on attached BLM Form 1681-3)

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Available funding provided by the BUYER under this IGO expires _____. (Buyer to identify the expiration of funding, e.g. appropriation good for 1 year, 2 years or no-year funding).

- VI. ADVANCE FUNDING (ADVANCE PAYMENT) [Include this section, if applicable] (If advance funding is authorized by law and required, the authorizing statute will be cited in this section). (Advance payment for service orders allowed only when explicitly required by law. Advances will be permitted for goods that exceed \$1,000,000. The advance may not exceed 50 percent of the order amount. Unless explicitly required by law, there will be no advance for orders for goods that are less than \$1,000,000.
- VII. SETTLEMENT OF DISPUTES
The parties under this IGO are responsible for resolving any disputes that may arise within 30 business days of the billing date. If the dispute can not be resolved within this period, then the matter will be referred the following business day to the Department of Interior Financial Management Office (PFM).

FINANCIAL ARRANGEMENTS (PAYMENT):

This [*IGO] is not to exceed the amount as stated herein [inclusive of all Modifications.]. The charges for goods/services will include both direct and indirect costs applicable to this IGO. (BLM requires the specific Indirect Cost Rate to be identified in this section. If you have received approval from the Bureau Budget Officer to waive or reduce the Indirect Cost Rate, indicate so in this section). For (WO800) time and materials based IGOs, the final charge for the work will be based on the actual costs incurred. For fixed price IGOs, the final charge will be the charge negotiated between the [*BUYER] and the [*SELLER]. When advance payment has been made on a reimbursable based IGO and the actual costs are less than the estimate, the difference will be refunded.

The [*SELLER] will submit their billing through the Intra-governmental Payment and Collection (IPAC) system or the Intra-governmental Transaction Portal – whichever is applicable. The bill will reference the BUYER'S Dun & Bradstreet Number, the Requesting Agency Location Code (ALC), the Treasury Account Symbol, the Accounting Classification Reference Code(s), the Obligating Document Number, a brief description of the service performed, and the Accounts Payable POC name and phone number.

A copy of the supporting documentation will be forwarded to the BLM initiating office when the bill is prepared. Payments will be made [*state the frequency of payment – monthly, quarterly, semi-annually or upon delivery (choose one

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method) (*Note: to CO: recommend coordination with SELLER's billing POC to discuss billing frequency. BLM will bill monthly.)

The BLM shall not be obligated to pay for, nor will the [*SELLER] be obligated to perform any effort that will require the expenditure of Federal funds above the amount obligated.

Seller agrees to bill prior to the 25th day of each month. The Seller will not issue any bills during the last five days of the month.

VI. TERM OF IGO:

This IGO shall become effective upon signature by both parties (Buyer and Seller) and shall remain in effect until *date, unless terminated in accordance with paragraph VII. The effective date will be determined based upon the last party who signed and dated the IGO.

VII. TERMINATION:

This IGO may be terminated by either party upon * days written notice. If the IGO is cancelled by the [*BUYER], the [*SELLER] will be reimbursed for costs incurred prior to cancellation, plus any termination costs. All costs claimed by the SELLER must be itemized and furnished to the BUYER.

VIII. MODIFYING THE IGO

Either party under this IGO may propose to make changes under this IGO by notifying the other party in writing. All changes under this IGO must be modified and agreed upon by both parties in writing.

IX. POINTS OF CONTACT:

Changes to the Points of Contact identified below may be made by written notification to each of the parties under this IGO.

REQUESTING AGENCY (BUYER)

Technical Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

SERVICING AGENCY (SELLER)

Technical Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

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REQUESTING AGENCY (BUYER)

SERVICING AGENCY (SELLER)

Contracting Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Budget Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Payment Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Billing Contact:

Name:
Title:
Address:
Phone:
Fax:
Email:

Optional IGO (Inter/Intra Agency) Articles: [Include if applicable]

____. QUALITY ASSURANCE

The purpose of the quality assurance (QA) program is to establish procedures for performing high-quality work on projects and to ensure that the planned procedures are being followed during the course of the work. QA procedures will be followed with regard to data collection, text revisions, and records retention. [* List quality assurance procedures, as applicable.]

____. PROPERTY MANAGEMENT - DISPOSITION

A. Unless expressly authorized by the [*BUYER] in advance, the [*SELLER] will not be reimbursed or use funds made available under this IGO for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction, or expansion.

B. If the SELLER acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (A) above, except as may be otherwise agreed by the [*BUYER] and the [*SELLER],

1. The title thereto will vest in the [*BUYER];
2. The [*SELLER] will be responsible for the maintenance and safeguarding thereof; and

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3. The [*SELLER] will maintain a record in such a manner as to insure adequate control and accounting satisfactory to the [*BUYER].

____. PATENTS

Whenever an invention or discovery is made or conceived by an employee, a consultant, or a contractor of the [*SELLER] in the course of or under the terms of this IGO, the [*SELLER] will furnish the [*BUYER] with complete information thereon; and the [*BUYER] will have the sole power to determine whether or not, and where a patent application will be filed, and to determine the disposition of the title to any rights under any application or patent that may result. The judgment of the [*BUYER] on these matters will be accepted as final; and the [*SELLER], for itself and for its employees, consultants, or contractors will agree that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the [*BUYER], including aiding the [*BUYER] (at Government expense by proper arrangements) in the prosecution of applications for the patents and in the defense of the Government's rights in any country.

For Signatures refer to the cover Inter/Intra-Agency Agreement Form
Buyer is Authorizing Officer of Originating Agency
Seller is Authorizing Officer of Performing Agency